



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-6180

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

December 4, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZE AND APPROVE THE AGREEMENT TO ACCEPT A DONATION,
VALUED AT \$41,300, FROM WEST BASIN MUNICIPAL WATER DISTRICT TO
INSTALL AND IMPLEMENT A DROUGHT RESISTANT LANDSCAPE
DEMONSTRATION PROJECT AT FIRE STATION 158 IN GARDENA
(2nd DISTRICT) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District (Fire District) is requesting authorization and approval to accept a donation, valued at an estimated \$41,300, from West Basin Municipal Water District (Water District) to implement and install a drought resistant landscape demonstration project at Fire Station 158 in the City of Gardena.

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY:**

- 1) Authorize the Fire District to accept a donation, valued at an estimated \$41,300, from the Water District to install and implement a drought resistant landscape demonstration project at Fire Station 158 in the City of Gardena.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDDORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

- 2) Approve and instruct the Chairman to sign the attached Agreement regarding the Ocean Friendly Garden Demonstration Project as required by the Water District to implement a drought resistant landscape demonstration project at Fire Station 158.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The Water District provides free ocean-friendly gardens to cities and public spaces within its service area under an Ocean-Friendly Demonstration Garden Program to promote drought tolerant landscaping. Their goal is to promote landscaping with low carbon emissions, minimal water run-off, and reduced energy consumption. This will be the Water District's second landscaping project with the Fire District. The Water District previously implemented and installed a drought resistant landscape at minimal cost to the Fire District at Fire Station 171 in the City of Inglewood. The implementation of a second ocean friendly garden at Fire Station 158 will yield long-term savings by reducing the amount of irrigation that is required.

Under the terms of the Agreement, the Water District will provide landscape services including a landscape designer, a licensed landscape contractor, all required materials, and the labor necessary to install the garden. In addition, the Water District will provide site measurements, provide site preparation, conduct soil analysis and provide soil treatments as necessary. The Water District shall provide an interpretive sign at the site to include all logos of the funding partners and participating entities, including the West Basin Water District, the Surfrider Foundation, the City of Gardena, and the County of Los Angeles.

In exchange, the Fire District will provide a location for the Ocean-Friendly Demonstration Garden and ensure access for the design and installation crews to inspect the site and install the Ocean-Friendly Demonstration Garden. The Fire District will obtain any necessary permits and relocate the roof gutter to the garden to coincide with the garden design if needed. The Fire District will be responsible for maintaining the ocean friendly garden for five years or when our service agreement with the City of Gardena is terminated, whichever is sooner. The Fire District has final approval of the design of the garden.

Implementation of Strategic Plan Goals

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal No.1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING:

Under the proposed Agreement, the Water District would be responsible for all required materials and labor to install the ocean-friendly garden free of charge. The Fire District will be responsible for obtaining any necessary permits which will be funded by the existing S&S budget.

Our service agreement between the Fire District and the City of Gardena requires the Fire District to maintain the landscaping at Fire Station 158. Some minor savings in future landscape maintenance costs at Fire Station 158 are anticipated as the ocean-friendly garden is expected to reduce water usage for irrigation. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Section 2.4.2, of the County Fiscal Manual authorizes the acceptance of gifts and donations for public use.

The Agreement was approved by the Water District on October 23, 2012.

The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES:

Approval of the recommended actions will authorize the Water District to install the new landscaping, relieving Fire District staff of the task so that they are available to complete landscaping work at other facilities. There is no impact on emergency services.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT:

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

The Honorable Board of Supervisors
December 4, 2012
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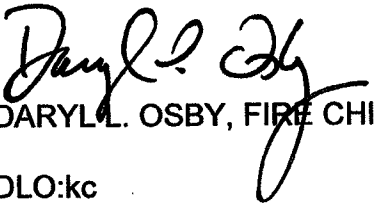
CONCLUSION:

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) signed originals and two (2) copies of the Agreement and a copy of the adopted Board letter to:

Consolidated Fire Protection District of Los Angeles County
Planning Division
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Debbie Aguirre, Division Chief

The Fire District will forward one fully executed original to the Water District for their records.

Respectfully submitted,


DARYL L. OSBY, FIRE CHIEF

DLO:kc

Attachment

c: Chief Executive Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

**AGREEMENT NO. W2319
BETWEEN
WEST BASIN MUNICIPAL WATER DISTRICT
AND THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
REGARDING THE
OCEAN FRIENDLY DEMONSTRATION GARDEN PROJECT**

West Basin Municipal Water District ("Water District") and the Consolidated Fire Protection District of Los Angeles County ("CFPD"), (together referred to as "Parties" or each individually, "Party"), agree to the following terms as of (date)

_____.

Section 1. Introduction.

1.1. The West Basin Municipal Water District ("Water District") has established an Ocean-Friendly Demonstration Garden Program. The program involves providing a free garden to cities and public spaces within the Water District's service area. Water District will provide a landscape designer (G3, the Green Gardens Group), materials, and labor (both volunteer and paid), as well as a licensed landscape contractor to install the garden. Under the supervision of the Water District, the Surfrider Foundation will also provide consulting services and volunteer labor when needed.

1.2. Water District and CFPD desire to work together to implement the installation of an Ocean Friendly Garden ("OFG") at Gardena Fire Station #158 (1650 W. 162nd Street, Gardena, CA 90247) to further their common interest in promoting ocean friendly landscape design which will help improve water supply and quality in the region.

Section 2. Obligations of the Parties.

2.1. Water District will provide certain landscape related services (described below) to CFPD as its contribution to CFPD's OFG. These landscape services include a landscape designer, a licensed landscape contractor, all required materials, and any other necessary labor to install the OFG. Water District shall be responsible for complying with the Public Contracts Code and all applicable statutes and regulations

governing the installation of the OFG on public property. The Water District shall provide site measurements, provide the site preparation (i.e. demolition of existing materials), conduct the soil analysis and provide soil treatments necessary if suggested by the landscape designer. Water District shall also provide an interpretive sign at the site (this sign shall designate the garden as "Ocean-Friendly" and include all logos of the funding partners and participating entities).

2.2. CFPD will provide a location for the OFG, and ensure access for the design and installation crews to inspect the site and install the OFG. CFPD will also provide a schematic of the existing conditions and inform Water District of any possible unforeseen conditions of the site prior to the design process, contact Dig Alert and ensure all utility lines are clearly marked with flags on the site before the designing process occurs, pay for and obtain any necessary permits, and relocate the roof gutter to the OFG to coincide with the garden design.

2.3. CFPD shall continue to maintain all areas of the OFG in accordance with their existing service agreement with the City of Gardena, which requires CFPD to maintain the landscape of the fire station. If the OFG is not installed and maintained for a 5-year period following installation, the Water District may, at its own discretion, require reimbursement of all funds spent by the Water District designing and installing the OFG. In the unlikely event that the current service agreement between the CFPD and the City of Gardena is not renewed during the 5-year period, the Water District shall not require reimbursement from the CFPD.

Section 3. Indemnification

3.1. CFPD shall hold harmless, defend at its own expense, and indemnify Water District, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of CFPD or its officers, agents, or employees arising from or in connection with the funding or activities performed under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from Water District's negligence or willful acts.

3.2. Water District shall hold harmless, defend at its own expense, and indemnify CFPD, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Water District or its officers, agents, employees or volunteers, including the Surfrider Foundation or any its agents or persons acting under its auspices, arising from or in connection with the funding or activities performed under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from CFPD's negligence or willful acts.

Section 4. Assignment

4.1. CFPD shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the Water District.

Section 5. Independent Contractor

5.1. The CFPD is a separate public entity and not an employee of the Water District.

5.2 The Water District is a separate entity and not an employee of the CFPD.

Section 6. Applicable Law

6.1. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Section 7. Integration

7.1. This Agreement represents the entire understanding of the Parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

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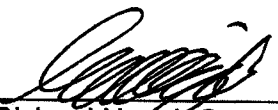
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

WEST BASIN MUNICIPAL WATER DISTRICT

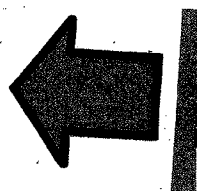
By 
Richard Nagel, General Manager

Date 10/23/12

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Chairman, Board of Supervisors

Date _____



APPROVED AS TO FORM:


By 
Lemieux and O'Neill,
Water District Counsel

ATTEST:

SACHI A. HAMAI
Executive Officer, Clerk of the
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
JOHN KRATTLI

By 
Deputy